executor would have a right to reimbursement out of the Texas assets for proper expenses of the Oklahoma administration and that he, the plaintiff, should be subrogated to such right. The court, however, denied that the executor, if he had paid the plaintiff, would have the right asserted. His claim for reimbursement out of assets of the estate was limited, the court said, to the property within his trusteeship, and until he obtained actual possession of the property in Texas, it was not within his trusteeship, nor was he bound to account for it. *Sherman v. Page* (1881) 85 N. Y. 123. The two administrations were separate and distinct; while usually the ancillary representative remits the surplus assets to the domiciliary representative for distribution, this is only by reason of comity; distribution directly to legatees or next of kin may be ordered by the court of the ancillary jurisdiction. *Harvey v. Richards* (1818, C. C. D. Mass.) 1 Mason, 381, 415; *Matter of Hughes* (1884) 95 N. Y. 55. The executor's right to reimbursement for proper expenses grows out of the trust relation which he holds in respect to property in his hands as trustee. He holds no such relation in respect to the Texas property. Neither would the Oklahoma executor occupy the position of a creditor of the estate being administered in Texas. The well-reasoned opinion seems clearly correct. There is a *dictum* that possibly the legatee who has been benefited by the establishment of the will might be held personally in a quasi-contractual action. *Cf. Williams v. Gibbes* (1857, U. S.) 20 How. 535. But even if the plaintiff were a creditor of the *sole* legatee, this fact would not give him a standing to demand payment from the defendant administrator. *Cf. Vinson v. Cook* (1919, Okla.) 184 Pac. 97.

LANDLORD AND TENANT—IMPROVEMENTS BY TENANT—COMPENSATION.—The plaintiff and his wife were in possession of land of his father-in-law, paying $100. yearly. There was an understanding that they were eventually to have it, but there was no contract to convey. The plaintiff, with the reluctant consent of the father-in-law on account of their expensive character, made improvements that increased the rental value $100. The wife, after a quarrel, went back to her father, who tried to regain the land. The husband, having been denied specific performance of an alleged contract to convey, sought compensation from the father-in-law for the improvements. *Held,* that the plaintiff should recover. Fraser, J. *dissenting. Coggins v. McKinney* (1919, S. C.) 99 S. E. 844.

The court based the recovery of the plaintiff, as tenant, on the ground that the improvements were made in good faith and with the knowledge and consent of the landlord, who would thereafter enjoy, in the increased rental value, the fruits of the tenant's expenditure. The well settled common-law rule, in the case of such erections by mistake by a stranger or intentionally by a tenant, was that they became, piece by piece, part of the land, and that the landlord or the owner was not liable for their cost in the absence of a contract, although the value of the land was increased. *Kutter v. Smith* (1864) 69 U. S. 491; see 2 Kent, *Commentaries* (13th ed. 1884) 335. But some courts of equity, looking more to the justice of the situation, gave a stranger, who supposed he had a good title, a right to the fair value of improvements made by him. *Bright v. Boyd* (1843, C. C. D. Me.) 2 Story, 605. But see Thurston, *Cases on Quasi Contracts* (1916) 444, note. This view has been adopted in many states by statute, as in South Carolina, the state of the instant case. S. C. Civ. Code, 1912, sec. 3526; see Woodward, *Law of Quasi Contracts* (1913) 301, 302, note. That statute provides only for the person who supposes that the title purchased is good, or that the lease conveys the title and interest therein expressed. In the instant case the plaintiff was unable to prove a contract to convey, and chose to deny even a verbal lease by calling his yearly payments "interest." So the

court quite properly considered the case as not within the statute. A tenant, to recover for improvements, need not prove a contract enforceable in equity, however, when such an understanding as there is in the instant case is acted upon. *King's Heirs v. Thompson* (1835) 34 U. S. 204; *Bourne v. Odam* (1895) 17 Ky. L. Rep. 696, 32 S. W. 398. The case comes down, then, to a question of fact as to the reasonableness of the plaintiff's supposition that he was to have the future enjoyment of the land, and there is to be found the basis of the dissenting opinion.

MANDAMUS—ISSUANCE OF DIPLOMA—SCHOOLS AND SCHOOL DISTRICTS—CONTRACTS.—The plaintiff attended the defendant high school for four years, passed in all her courses and in her final examinations, and delivered her graduation oration. The defendant secured caps and gowns, had them fumigated, and ordered all the girls to wear them at the graduation exercises. All refused to wear the caps, and all but three refused to wear the gowns, on account of the unbearable smell from the fumigation. But the verbal order to wear them was not rescinded, and only those three were given diplomas. The plaintiff sued for a writ of *mandamus* to compel the defendant to issue a diploma to her. *Held,* that she was entitled to the relief sought. *Valentine v. Independent School District* (1919, Iowa) 174 N. W. 334.

The court proceeded on the ground that the order of the defendant was arbitrary, unreasonable, and exceeded its authority. In view of the fact that the plaintiff had complied with all rules and conditions to entitle her to graduate, except the one in question, there was no fair occasion for the further exercise of discretion by the board. So the ministerial duty remaining—to issue the diploma—was enforceable by *mandamus.* There is little conflict in the authorities as to this use of the writ, and nearly all of them are fully discussed in the opinion. However, this case raises the interesting question of the exact legal relations between a student and his school. As a rule, the sum of these relations is a unilateral contract. See Corbin, *Offer and Acceptance* (1916) 26 YALE LAW JOURNAL, 169. The first step in the formation of the contract—the offer—seems to be made in the ordinary case when the student, after satisfying all entrance requirements, presents himself with his credentials and his cash deposit (if required). A public school is then, by statute, under a duty to receive him, while a private school is not; but this duty, like that of an innkeeper or common carrier on the custom of the realm, lies entirely outside the contract, and does not make the formation of the latter different in the two cases. The school, by allowing the student-offeror at this time to matriculate, accepts his offer, and undertakes certain duties defined by its advertisements, its catalogues and its rules and regulations. It seems that this acceptance covers the whole period necessary to complete the course, since the school cannot raise that student's tuition during that time. *Cf. Niedermeyer v. University of Missouri* (1895) 61 Mo. App. 654. The school's duties are, *inter alia,* to furnish instruction for the advertised period, to provide board and lodging in a proper case, to provide an opportunity to take the final examinations, and to issue a diploma. These duties are conditional, much like the duties of the company on a life insurance contract; unless the student shall obey the rules of the institution, obtain the necessary passing mark, and make the necessary tuition payments, the school has the privilege of dropping him. *State v. Orange Training School* (1899, Sup. Ct.) 63 N. J. L. 528, 42 Atl. 846. And he has no right to recover his deposit or tuition paid in advance. *Fessman v. Seeley* (1895, Tex. Civ. App.) 30 S. W. 268. The student has his corresponding rights, and may secure reinstatement by *mandamus* if he has fulfilled all conditions. *Baltimore University v. Colton* (1904) 98 Md. 623, 57 Atl. 14. In one instance, however, cited in the principal case, a writ of *mandamus* was denied in these